



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Statewide	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	M S Properties		LEGAL STATUS OF CONTRACTOR
Name			<input type="checkbox"/> Sole Proprietor
P O Box 699			<input type="checkbox"/> Non-Profit Corporation
Address			<input checked="" type="checkbox"/> For-Profit Corporation
Pleasant Grove	UT	84062	<input type="checkbox"/> Partnership
City	State	Zip Code	<input type="checkbox"/> Government Agency
Martin Snow	(801)	785-0505	
Contact Person	Phone Number		
870624073	91657A	55043000000	
Federal ID#	Vendor Number	Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with product and services for repair/replacement of various crash cushions. A performance bond in the amount of \$50,000.00 is required.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid JG4060-1,
Requisition # 810 46000000058, FY 2004.
4. CONTRACT PERIOD: Effective date 01/07/04. Termination date 01/07/07, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) Two one-yr renewals.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999,999.99 for costs authorized by this contract.
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Special Terms and Conditions.
ATTACHMENT D: Pricing.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # JG4060 dated 12/16/03.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED

Contractor's Signature
MARTIN SNOW

Contractor's Name
OWNER

Title

STATE OF UTAH

David K. Miles
David K. Miles, Operations Engineer

Shirley Williams
for Director, Division of Purchasing

JAN 23 2004

Director, Division of Finance

Debra Boulton

(801) 965-4070

(801) 965-4073

dboulton@utah.gov

Agency Contact Person

Phone Number

Fax Number

Email Address

JUL 20 2005

ENT'D MAR 02 2005

MAIL TO:

Invitation to Bid

Solicitation Number: JG4060-1

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>



Due Date: 12/16/03 @ 2:00 PM

Date Sent: November 26, 2003

Goods and services to be

"IN-LIEU OF PREVIOUS BID" - REPAIR AND REPLACEMENT OF ATTENUATOR SYSTEMS

Please complete

Company Name M.S. Properties		Federal Tax Identification Number 87 0624073	
Ordering Address P.O. Box 699	City Pleasant Grove	State UT	Zip Code 84062
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person Martin Snow		
Telephone Number (include area code) 801-785-0505	Fax Number (include area code) 801-785-1710		
Company's Internet Web Address	Email Address martin@universalindustrial.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) X	Days Required for Delivery After Receipt of Order (see attached for any required minimums) Per Contract Requirements		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes X No _____ If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature 		Date December 15, 2003	
Type or Print Name Martin Snow		Position or Title Owner	

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

049113

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK
CRASH CUSHION REPAIR/REPLACEMENT SERVICES

1. **Scope.** The Offeror shall supply all manpower, material, equipment and traffic control, necessary to repair/replace or remove/replace crash cushions when requested by the State. Additionally, the Offeror shall supply parts or approved crash cushion systems, as listed in the Guidelines for Crash Cushions latest edition, to the State when State forces are used to repair, replace or install crash cushions
2. **Currently approved Systems**
Type A: QuadGuard, wide systems, Energy Absorption Systems
Type B: QuadGuard, narrow systems, Energy Absorption Systems
Type C: BRAKEMASTER, Energy Absorption Systems, C.A.T. Trinity Industries,
Type D: QuadGuard Elite, QuadGuard LMC, REACT-350, Energy Absorption Systems
Type E: Sand Barrels
Type F: QuadTrend 350, Energy Absorption Systems
Type G: ET-2000/ET PLUS, Trinity Industries, Inc, SKT-350, Road System, Inc
Type H: FLEAT, Road System Inc., STR-350, SRT/HBA, Trinity Industries, Inc.
3. **Other Systems: Systems installed prior to currently approved systems, and acceptable for continued use.**
GREAT SYSTEM, Energy Absorption Systems
HEX FOAM SANDWICH SYSTEM, Energy Absorption Systems
TREND-230 SYSTEM, Energy Absorption Systems
SENTRY SYSTEM, Energy Absorption Systems
TRACC, Trinity Industries, Inc.
"MEDIAN BULLNOSE", guardrail protection
4. **Replacement of the following system with an approved Type G System:**
BEST, Road System Inc.
5. **Replacement of the following systems with an approved Type H System:**
Eccentric Loader Terminal (ELT)
Modified Eccentric Loader Terminal (MELT)
"TEXAS" turndown guardrail end sections
6. Repair/replace systems listed above to meet the manufacturer's and UDOT's minimum specification for proper operation, or supply systems and/or parts to be used by State Forces.
7. Materials used for repair and/or replacement will be produced by the manufacturer of the system. Materials ordered by the State, for system repair by State Forces, will be produced by the manufacturer of the system. Delivery and shipping terms of State ordered materials will be F.O.B. to the destination.

8. Mobilization will be paid for work performed greater than 100 miles from the Contractor's main place of business located in the state of Utah.
9. Repairs will be scheduled and completed within 72 hours of notification. **Ordered parts will be delivered within 48 hours of request. Complete system orders will be delivered within 21 days of request. Time does not include holidays and weekends.**
10. Working hours will be specified by UDOT Region Representatives, so that the work does not interfere with normal peak hour traffic, in the metropolitan areas.
11. Contractor is responsible to have General Contractors License.
12. One of the Contractor's or Contractor/Supplier employees, on site and doing the installation or repair of the contracted crash cushion systems will have a UDOT or manufacturers certification indicating they have attended and passed an examination for the installation, maintenance and repair of contracted crash cushion systems. Certification to be obtained at no cost to the State.
13. One of the Contractor's or Contractor/Supplier employees on site and doing the installation or repair of the contracted crash cushion systems will have a Traffic Control Maintainer Certification as required under UDOT Standard Specifications, Section 01554, Part 1, Article 1.7. Certification to be obtained at no cost to the State.
14. Contractor or Contractor/Supplier will supply required traffic control. The Traffic Control Maintainer will be responsible for the Traffic Control Plan, setup and maintenance of all traffic control devices. Traffic Control Plan will be on site prior to traffic control setup and remain on site until completion of work. Traffic control will comply with the requirements of UDOT Standard Specification Section 01554, UDOT Standard Drawings TC Series, available on the web or from the Division of Traffic & Safety, and the Manual of Uniform Traffic Control Device, Part VI. When Flaggers are required they will be certified.
15. Contractor will supply a properly rated construction zone crash cushion or Truck Mounted Attenuator (TMA) to protect the hazard no later than 12 hours after notification of incident if repairs cannot be completed within 12 hours of notification.
16. All repairs will be inspected and quantities verified by UDOT region representatives.

**ATTACHMENT D: SPECIAL TERMS AND CONDITIONS
CRASH CUSHION REPAIR/REPLACEMENT SERVICES**

1. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Bidder, the signature of that Bidder will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Bidder for the contract period specified.
2. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee specific purchase amount.
3. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
4. **INSURANCE:** The Contractor shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance in the following amounts:

\$250,000 for bodily injury

\$500,000 for each accident occurrence

\$100,000 for property damage

If the Contractor cannot obtain this insurance, the Contractor shall provide a policy with a minimum of \$1,000,000 in the aggregate.

- 2 This certificate shall state that no cancellation or decrease in coverage shall be made without giving the State at least 30 days prior written notice.
5. **PRICING:** The Contractor, Supplier, or Contractor/Supplier agrees that the prices bid on services in this contract will be guaranteed for a period of three years.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF TRANSPORTATION.

6. **INVOICING** The Contractor shall submit invoices to the appropriate Region/District ordering the services.
7. **COMPLETE CONTRACT** This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, remission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

M.S. PROPERTIES

P.O. BOX 699

PLEASANT GROVE, UTAH 84062

PHONE (801) 785-0505

FAX (801) 785-1710

December 15, 2003

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
P.O. Box 141061
Salt Lake City, UT 84114-1061

Re: Invitation to Bid JG4060-1

MS Properties would like to submit the following prices and information for your review on the above referenced ITB.

Section 3.1.2 Bid Form

MS Properties would like you to consider this proposal as a firm offer to supply, replace, repair and install type G - SKT 350 Terminal and H FLEAT 350 Guardrail End Sections as outlined in UDOT's Guidelines for Crash Cushions and Approved Products List.

We have reviewed the Crash Cushions and End Sections listed in section 2.1 and have all the personnel, equipment, inventory, licences and knowledge to perform the work as requested by UDOT for these specific end sections on the above referenced ITB.

Section 3.1.3 Pricing

Type G End Sections repair and replacement costs shall be the same price of \$3,650.00 each, which includes the costs of materials, labor, equipment and traffic control on an as need basis in accordance with the specifications of solicitation JG4060.

Type H End Sections repair and replacement costs shall be the same price of \$3,050.00 each, which includes the costs of materials, labor, equipment and traffic control on an as need basis in accordance with the specifications of solicitation JG4060.

M.S. PROPERTIES

P.O. BOX 699

PLEASANT GROVE, UTAH 84062

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Section 3.1.3.1 Material Price for Complete Systems & Parts

Type G End Section (SKT 350 Guardrail Terminal) complete

\$1,150.00 (FOB Lindon, Utah)

\$1,400.00 (Delivered to UDOT Maintenance Facility, Region or District Headquarters)

Type G End Section (SKT 350 Guardrail Terminal) Parts Pricing

Parts List	Price Per Each
3/4" x 6'-6" Rest. Cable 2 Studs	\$44.44
2" Pipe x 5 1/2" Cable Sleeve	\$1.82
2 1/2" x 2 1/2" x 5'-7 1/4" T.S. Strut & Yoke (Soil Tube Anchors)	\$22.00
5/8 x 8 x 8 Bearing PL w/ Lip & Offset Hole	\$16.54
6 x 8 x 3/16 x 4'-6" Soil Tube	\$65.48
8 x 6 x 1/8" x 6'-0" SKT/ FLEAT Soil Tubes	\$70.18
SKT 350 Impact Head	\$730.00
1/4" Slotted Cable Bracket (SKT 350 & FLEAT)	\$28.00
5/8 x 1 1/4 Guardrail Bolt Galv.	\$.28
5/8 x 10 Guardrail Bolt Galv.	\$1.08
5/8 x 18 Guardrail Bolt Galv.	\$1.66
5/8 Guardrail Nut Galv.	\$.36
1" A325 Hex Nut Galv.	\$1.12
5/8" USS Flat Washer Galv.	\$.10
1" A325 Flat Washer Galv.	\$.34
5/8" x 7 1/2" A307 Hex Bolt Galv.	\$1.06
5/8" x 10" A307 Hex Bolt Galv.	\$1.42
3/8" x 3" Lag Screw Galv.	\$.20

M.S. PROPERTIES

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PLEASANT GROVE, UTAH 84062

PHONE (801) 785-0505

FAX (801) 785-1710

1/2 x 1 1/4" A325 Special Shoulder Bolt (SKT 350 and FLEAT) w/ 2 ea 1/2" A325 FW, and 1 ea 1/2" A325 Nut.	\$3.00
12 / 12'-6" / 6'-3" Std. Panel	\$52.08
12 / 12'-6" / 6'-3" SKT 350 & Fleat 350 Anchor Panel	\$116.00
18 x 18 (Blk & Yllw) HI-Intensity Rflctve Sheeting	\$19.94
5 1/2" x 7 1/2" x 3'-9" BCT Southern Pine Wood Breakaway Post	\$22.90
6" x 8" x 6'-0" CRT Southern Pine Wood Post (One Hole)	\$36.28
6" x 8" x 1'-2" Southern Pine Wood Block	\$7.20

Above prices are FOB Lindon, Utah.

Shipping and delivery costs are \$150.00 per order (for any materials comprising of less than a complete system) to any UDOT Maintenance Facility, Region or District Headquarters.

Type H End Section (FLEAT 350 Guardrail Terminal) complete

\$850.00 (FOB Lindon, Utah)

\$1,100.00 (Delivered to UDOT Maintenance Facility, Region or District Headquarters)

Type H End Section (FLEAT 350 Guardrail Terminal) Parts Pricing

Parts List	Price Per Each
3/4" x 6'-6" Rest. Cable 2 Studs	\$44.44
2" Pipe x 5 1/2" Cable Sleeve	\$1.82
2 1/2" x 2 1/2" x 5'-7 1/4" T.S. Strut & Yoke (Soil Tube Anchors)	\$22.00
5/8 x 8 x 8 Bearing PL w/ Lip & Offset Hole	\$16.54
8 x 6 x 1/8" x 6'-0" SKT/ FLEAT Soil Tubes	\$70.18
1/4" Slotted Cable Bracket (SKT 350 & FLEAT)	\$28.00
FLEAT 350 Impact Head	\$530.00
5/8 x 1 1/4 Guardrail Bolt Galv.	\$.28

M.S. PROPERTIES

PO. BOX 699

PLEASANT GROVE, UTAH 84062

PHONE (801) 785-0505

FAX (801) 785-1710

5/8 x 10 Guardrail Bolt Galv.	\$1.08
5/8 x 18 Guardrail Bolt Galv.	\$1.66
5/8 Guardrail Nut Galv.	\$.36
1" A325 Hex Nut Galv.	\$1.12
5/8" USS Flat Washer Galv.	\$.10
1" A325 Flat Washer Galv.	\$.34
5/8" x 7 1/2" A307 Hex Bolt Galv.	\$1.06
5/8" x 10" A307 Hex Bolt Galv.	\$1.42
3/8" x 3" Lag Screw Galv.	\$.20
1/2 x 1 1/4" A325 Special Shoulder Bolt (SKT 350 and FLEAT) w/ 2 ea 1/2" A325 FW, and 1 ea 1/2" A325 Nut.	\$3.00
12 / 12'-6" / 6'-3" Std. Panel	\$52.08
12 / 12'-6" / 6'-3" SKT 350 & Fleat 350 Anchor Panel	\$116.00
5 1/2" x 7 1/2" x 3'-9" BCT Southern Pine Wood Breakaway Post	\$22.90
6" x 8" x 6'-0" CRT Southern Pine Wood Post (One Hole)	\$36.28
6" x 8" x 1'-2" Southern Pine Wood Block	\$7.20

Above prices are FOB Lindon, Utah.

Shipping and delivery costs are \$150.00 per order (for any materials comprising of less than a complete system) to any UDOT Maintenance Facility, Region or District Headquarters.

Section 3.1.3.2 Manpower Cost

Mobilization: Additional costs for installation repairs and replacement of end sections greater than 100 miles from Lindon, Utah will be \$600.00 per repair order.

Hourly Rate: Labor rate per man hour to provide additional work, traffic control and equipment on an as need basis will be \$95.00 per hour.

Truck Mounted Attenuator (TMA): As required under section 2.9 will be \$350.00 per day or \$30.00 per hour.

M.S. PROPERTIES

P.O. BOX 699

PLEASANT GROVE, UTAH 84062

PHONE (801) 785-0505

FAX (801) 785-1710

Section 3.1.4 Company Profile

Title	Name	Experience
General Manager	Martin Snow	28 years Guardrail Manufacturing & Supply
Materials / Sales	Kevin Davidson	8 years Manufacturing & Sales
Construction Foreman	Dan Smith	UDOT Contract 019213
Construction Laborer	Laborer	UDOT Contract 019213
Construction Laborer	Laborer	UDOT Contract 019213
Construction Laborer	Laborer	UDOT Contract 019213

Section 3.1.5 Certificated and Letters

- 3.1.5.1 Contractors license enclosed.
- 3.1.5.2 Employee certificate for Dan Smith (other laborers are currently attending UDOT training).
- 3.1.5.3 Certificate of traffic control training enclosed.
- 3.1.5.4 Letter of certificate from surety firm enclosed.